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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.078.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| By and Between | And . |
|--|-------------------------------------|
| MANATRON, INC. | Customer's Legal Name ("Customer"): |
| 510 E. Milham Avenue | CARROLL COUNTY |
| Portage, Michigan 49002 | 101 West Main Street |
| ("Manatron") | Delphi, Indiana 46923 |
| | |
| Attention: Vicky Mergen, Contract Administration | Attention: Linda Red Elk, Auditor |
| Telephone No.: (616) 567-2900 | Telephone No.: (574) 564-3172 |
| Fax No.: (616) 567-2930 | Fax No.: (574) 564-4851 |
| R-mail Address: vicky.mergen@manatron.com | E-mail Address: Not Available |

The parties have executed these Schedules as of the dates set forth below their respective signatures.

| MANATRON ING | CARROLL COUNTY, INDIANA |
|-------------------------------|--|
| | (Print or Type Name of Customer) |
| By: Cley J. Jonasou | By Donald Khine |
| (Signature) | (Signature) |
| Its: Director Project Office | Its: Donald Rhine, Commissioner |
| Λ , , | (Title) |
| Date: August 13 2002 | Date: |
| Witnessed: Barbara E. Brennan | 1:01 . 1 4 |
| By: Salbara E. Stennan | By: (Signature) |
| | , - |
| | Its: William Brown, Commissioner (Title) |
| | ` , |
| | Date: 8-05-020 |
| | By: Clara & Rider |
| | (Signature) |
| • | Its: Clara E. Rider, Commissioner |
| | (Title) |
| | Date: 8-5-02 |
| | Wimessed: Junes & Red Eck |
| | Its: Linda Red Elk, Auditor |
| | Day 0-5-02- |

SIGNATURE PAGE

HARDWARE SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| Equipment Description | QTY | Unit Price | To | stal Price | Warranty | Office | |
|---|-----|----------------|----|------------|----------|--------|------|
| 512MB PC133 DIMM ML330 370 DL380 ML530 | 2 | \$ 493.00 | \$ | 986 | (a) | | |
| HP 32MB Memory Board for HP 4000 and 8000 Series Printers | 1 | \$ 308.00 | \$ | 308 | (b) | | |
| HP Laserjet 8150DN | 1 | \$ 3,568.00 | \$ | 3,568 | (a) | | |
| HP 3yr Next Day Warranty for HP8150 | 1 | \$ 744.00 | \$ | 744 | N/A | | |
| Metrologic MS951 Scanner w/Keyboard Wedge | 4 | \$ 299.00 | \$ | 1,196 | (a) | | |
| Epson Validation Printer | 4 | \$ 785.00 | \$ | 3,140 | (a) . | | |
| Epson Validation Power Supply for TM- U675P | 4 | \$ 55.00 | \$ | 220 | (a) | | |
| Parellel Cable for TMU675P | 4 | \$ 10.00 | \$ | 40 | (a) | | |
| EPSON Ribbons | 4 | \$ 9.00 | \$ | 36 | N/A | | |
| EPSON Journal Paper | 4 | \$ 3.00 | \$ | 12.00 | N/A | | |
| Total Hardware Fees: | | | | | | \$ | 10,2 |

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

1/2 pd

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

HARDWARE PAYMENT TERMS: Manatron shall invoice 50% of the total one-time fees on January 1, 2003, and 50% on January 1, 2004. Payment terms are based on installation to take place in 2003.

WARRANTY: The warranty symbols used in this Schedule shall mean the following:

A: Has the Manufacturer's Warranty only.

B: Assumes the same warranty as the printer in which it is installed.

THIRD-PARTY SOFTWARE SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| Software Description | QTY | Unit Price | <u> </u> | Total Price | Office | |
|--|-----|----------------|----------|-------------|--------|--|
| Microsoft Windows 2000 Client Access Licenses | 13 | \$ 36.00 | \$ | 468.00 | | |
| Microsoft SQL Server 2000 Standard | 1 | \$ 771.00 | \$ | 771.00 | | |
| Microsoft SQL Server 2000 Media | 1 | \$ 27.00 | \$ | 27.00 | | |
| Microsoft SQL Server 2000, Add'l. Clients | 15 | \$ 169.00 | \$ | 2,535.00 | | |
| Crystal Reports (runilme) -included in Application Software | 15 | \$ _ | \$ | | | |

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: See payment terms on Hardware Schedule.

SOFTWARE SCHEDULE FOR CARROLL COUNTY, INDIANA

 $\label{thm:constraints} \textbf{Schedule No. IN} \textbf{2002.078.01} \quad \textbf{to the Master Agreement for Licensed Software, Hardware and Services}.$

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002,078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| Software Description | Model Number | QTY | | Unit Price | Total Price | Office | |
|---------------------------------------|---------------------|-----|----|------------|-----------------|--------|--|
| IVP Tax (full user) | MVP-TAX | 14 | \$ | 6,000.00 | \$ 70,000.00 | | |
| IVP Tax (inquiry user) | MVP-TAX- INQUIRY | 1 | \$ | 1,000.00 | \$ 1,000.00 | | |
| | | | \$ | • | \$ - | | |
| IVP Tax includes: Billing Collections | | | \$ | • | \$ - | | |
| Property Maintenance | | | \$ | - | \$ - | | |
| Cashiering | | | \$ | - | \$ - | | |
| Distribution with Settlement | | | \$ | _ | \$ - | | |
| Delinquency | | 1 | S | • | \$ - | | |

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: See payment terms on Hardware Schedule.

Master No.JN2002,078 Date: 7/18/2002 of Auditor

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| Software Product | Model Number | Unit Price | Annual Price | Office | |
|---------------------------------------|--------------|----------------|-----------------|--------|--------|
| MVP Tax | MVP-TAX-S | \$ 1,775.00 | \$ 21,300.00 | | |
| Microsoft Windows 2000 | C78-00483 | \$ 250.00 | \$ 3,000.00 | | |
| Microsoft SQL Server 2000 | 359-00533 | \$ 325,00 | \$ 3,900.00 | | |
| Crystal Reports (Runtime) | | \$ 80.00 | \$ 960.00 | | |
| Total Software Support Services Fees: | | | | \$ | 29,160 |

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software. Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

PROFESSIONAL SERVICES SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Irlandware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| GENERAL DESCRIPTION OF SERVICES | Model Number | Days/QTY | Unit Price | Total Price | Office | Estimated Completion Date |
|---|--------------|----------|----------------|----------------|-----------|---------------------------|
| Hardware Installation | INSHW | 15 | \$ 215.00 | \$ 3,225.00 | | |
| Software Installation | INSAPP | 1 | \$ 1,000.00 | \$ 1,000.00 | | |
| Third-Pary Software | INS3RD | 1 | \$ 1,000.00 | \$ 1,000.00 | | |
| Network/Cabling | CBL | 15 | \$ 357.00 | \$ 5,355.00 | | |
| Data Tranfer and/or System Customization | TRANS | 1 | \$ 1,000,00 | \$ 1,000.00 | | |
| Conversion | CONV | 1 | \$ 5,000.00 | \$ 5,000,00 | | |
| Total Professional Services Fees: | | | , | | \$ 18,580 | |

mil mil

TERM OF PROFESSIONAL SERVICES SCHEDULE:

PROFESSIONAL SERVICES PAYMENT TERMS: Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

PROFESSIONAL SERVICES SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| DESCRIPTION | Model Number | Total Price | Days/QTY | Office |
|--|--------------|--------------|-----------|--------|
| MVP Tax Training | TRNG | \$ 12,000.00 | 20 | |
| Total Consultation/Training Services Fees: | | | \$ 12,000 | |

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: See payment terms on Hardware Schedule.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: See payment terms on Hardware Schedule.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Master No.IN2002.078 Date: 7/18/2002 6000 d.

SUMMARY SCHEDULE FOR CARROLL COUNTY, INDIANA

| ONE TIME FEES | | | |
|--|----|------------|-----------------|
| | To | otal Price | 1 |
| HARDWARE | \$ | 10,250.00 | 1/2 pd - 1/2 pd |
| | \$ | 3,801.00 | 1/2pd |
| THIRD-PARTY SOFTWARE | | 71,000.00 | 1/2 00 |
| \$OFTWARE | \$ | 71,000.00 | |
| PROFESSIONAL SERVICES (Billed as Used) | \$ | 16,580.00 | 10623 |
| | | 12,000.00 | 1/2 pd |
| CONSULTATION/TRAINING SERVICES | \$ | 12,000.00 | 12/12 |
| TOTAL CONVERSION SOFTWARE FEES | \$ | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Table Control | s | 113,631.00 | |
| Total One Time Fees: | | | |

ONGOING FEES

Total Price

HARDWARE MAINTENANCE SERVICES

SOFTWARE SUPPORT SERVICES

TOTAL HOSTING FEES

Total Ongoing Fees:

\$ 29,160.00

Master No.IN2002.078

Date: 7/18/2002

FAX COVER SHEET

Carroll County Auditor 101 W. Main St. Delphi, IN 48923 Ph: 765-564-3172 Pax; 765-564-4851

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